

Prepared by and return to:

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BK 545 PG 401
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

WARRANTY DEED

Neal A. McCarver and wife, Stacey L. McCarver
GRANTORS

to:

Marco A. Hurtado-Vazquez
GRANTEE

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, Neal A. McCarver and wife, Stacey L. McCarver do hereby sell, convey, and warrant unto Marco A. Hurtado-Vazquez the land lying and being situated in DeSoto County, Mississippi, being more particular described as follows, to wit:

Lot 109, Section A, Eastover Subdivision, in Section 29, Township 1 South, Range 6 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 12, Page 32, in the office of the Chancery Clerk of DeSoto County, Mississippi.

The warranty in this Deed is subject to rights-of-way and easements of record for public roads and public utilities, subdivisions and zoning regulations in effect, prior reservations of oil and mineral rights, all applicable building restrictions and restrictive covenants of record, in the office of the Chancery Court Clerk of DeSoto County, Mississippi, including, but not limited to, Deed Book 43, Page 125; Deed Book 123, Page 3 and Deed Book 204, Page 583.

Taxes for the year 2006 are to be paid by Grantor and possession is to be given with deed.

WITNESS the signatures of the Grantors, this the 29th day of November, 2006.

Neal A. McCarver

Neal A. McCarver

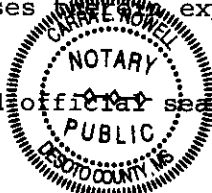
Stacey L. McCarver

Stacey L. McCarver

STATE OF MISSISSIPPI
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said State and County aforesaid, the within named Neal A. McCarver and wife, Stacey L. McCarver, who acknowledge that they executed and delivered the above foregoing Warranty Deed on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

Given under my hand and official seal of office, this the 29th day of November, 2006.



MY COMMISSION EXPIRES:
July 30, 2007

Camie L. Nowell

Notary Public

My Commission Expires:

GRANTOR'S ADDRESS:

9843 Woolsey Road
Olive Branch, MS 38654
Work Phone #: 662-383-0967
Home Phone #: 662-890-7549

GRANTEE'S ADDRESS:

7328 Holly Grove Drive
Olive Branch, MS 38654
Work Phone #: na
Home Phone #: na

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**Federal Home Loan Bank of Cincinnati
Retention Language for projects
that receive Welcome Home funds.**

The language below should be inserted into the Warranty Deed or as a Restrictive Covenant to the Warranty Deed. If it is attached to the Warranty Deed as an addendum or attachment, the Warranty Deed must reference the addendum or attachment.

Borrower(s), their successors, heirs and assigns for and in consideration of receiving direct subsidy funds from the Federal Home Loan Bank of Cincinnati's Affordable Housing Program, must maintain ownership and reside in this property as their primary residence for a period of five (5) years (Retention Period) from the date of the recording of this deed.

- (i) The Federal Home Loan Bank of Cincinnati, whose mailing address is P.O. Box 598, Cincinnati, OH 45201-0598, is to be given notice of any sale or refinancing of the unit occurring prior to the end of the Retention Period.
- (ii) In the case of a sale prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the seller owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the sale of the unit after deduction for sales expenses, unless the purchaser is a low- or moderate-income household as defined in the applicable Federal Housing Finance Board regulations for the AHP; and
- (iii) In the case of a refinancing prior to the end of the Retention Period, an amount equal to a pro rata share of the direct Subsidy that financed the purchase, construction, or rehabilitation of the unit, reduced for every year the occupying household has owned the unit, shall be repaid to The Federal Home Loan Bank of Cincinnati from any net gain realized upon the refinancing, unless the unit continues to be subject to a deed restriction or other legally enforceable retention agreement or mechanism, incorporating the requirements of clauses (i), (ii), (iii), and (iv) contained herein.
- (iv) The obligation to repay Subsidy to the Bank shall terminate after any foreclosure.